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INVITATION TO BID

**PROVIDING CAR RENTAL AND DRIVER SERVICES FOR UN AGENCIES AND ITS
PROJECTS IN CAMBODIA UNDER LONG-TERM AGREEMENT**

NAME OF COUNTRY: CAMBODIA

PROCESS No. 35-48471

SKH

SECTION 1. LETTER OF INVITATION

Date: 21 July 2017

Providing Car Rental and Driver Services for UN Agencies and its projects in Cambodia under Long-Term Agreement (LTA)

Dear Sir/Madam:

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid for providing car rental and driver services for UN Agencies and its projects in Cambodia under Long-Term Agreement with the following requirement:

- i) *Lot I: Car Rental and driver services within Phnom Penh City*
- ii) *Lot II: Car Rental and driver services from Phnom Penh to Province and Province to Province*

This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 – Schedule of Requirements and Technical Specifications
- Section 4 – Bid Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 6 – Price Schedule Form
- Section 7 – Contract to be signed, including General Terms and Conditions

Your offer, comprising of a Technical Bid and Price Schedule, together in a sealed envelope, must be submitted in accordance with Section 2 and to the following address **no later than 11 August 2017 by 11:00 a.m., local time. Late submission shall be rejected.** Submission by email will not be accepted.

**UNDP Cambodia, Registry Office (Building No. 3)
No. 53, Pasteur Street, Boeung Keng Kang I
PO Box 877, Phnom Penh, Cambodia
Attn: Procurement Analyst, Procurement Unit
Tel: 023 216 167
E-mail: procurement.kh@undp.org**

All interested bidders are encouraged to attend a pre-bid meeting to be held on **28 July 2017 at 9:00 a.m.** at below address.

**UNDP Cambodia (Building No. 5)
Main Conference Room
No. 53, Pasteur Street, Boeung Keng Kang I,
Phnom Penh, Cambodia**

Bidder who are interested shall send an email confirmation to chanpisey.ky@undp.org, and cc procurement.kh@undp.org

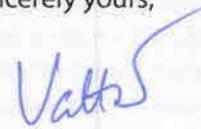
You are kindly requested to submit an acknowledgment letter to UNDP via email address at procurement.kh@undp.org. The same letter should advise whether your company intends to submit a Bid. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this ITB through a direct invitation by UNDP, transferring this invitation to another firm requires notifying UNDP accordingly.

Should you require any clarification, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this ITB.

UNDP looks forward to receiving your Bid and thanks you in advance for your interest in UNDP procurement opportunities.

Sincerely yours,



Sereyvattana Chan (Ms.)
Procurement Analyst



SECTION 2: INSTRUCTION TO BIDDERS

Definitions

- a) *"Bid"* refers to the Bidder's response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
- b) *"Bidder"* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.
- c) *"Contract"* refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) *"Country"* refers to the country indicated in the Data Sheet.
- e) *"Data Sheet"* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
- f) *"Day"* refers to calendar day.
- g) *"Goods"* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.
- h) *"Government"* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) *"Instructions to Bidders"* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- j) *"ITB"* refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) *"LOI"* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
- l) *"Material Deviation"* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- m) *"Schedule of Requirements and Technical Specifications"* refers to the document included in this ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services,

activities, tasks to be performed, and other information pertinent to UNDP's receipt and acceptance of the goods.

- n) "Services" refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.
- o) "Supplemental Information to the ITB" refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protect/ for full description of the policies)
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other

- documents to be used for the procurement of the goods and related services in this selection process;
- 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or
 - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Bidders must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the following must be disclosed in the Bid:

- 6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and
- 6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the Bid.

7. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.
8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF BID

9. Sections of Bid

Bidders are required to complete, sign and submit the following documents:

- 9.1 Bid Submission Cover Letter Form (see ITB Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);
- 9.3 Technical Bid (see prescribed form in ITB Section 6);
- 9.4 Price Schedule (see prescribed form in ITB Section 7);
- 9.5 Bid Security, if applicable (if required and as stated in the DS nos. 9-11, see prescribed Form in ITB Section 8);
- 9.6 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

10. Clarification of Bid

- 10.1 Bidders may request clarification of any of the ITB documents no later than the number

of days indicated in the **Data Sheet** (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.

- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bid, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Bid

- 11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the ITB and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

C. PREPARATION OF BID

12. Cost

The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No. 4). Any printed literature furnished by the Bidder written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Bid Submission Form

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.

15. Technical Bid Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Bidder shall structure the Technical Bid as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and ongoing, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.
- 15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder's response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS noS. 29 and 30).

Bidders must be fully aware that the goods and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All bidders are therefore required to submit the following in their bids :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
 - b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
 - c) Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods".
- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the

requirements of this ITB.

In complying with this section, the Bidder assures and confirms to UNDP that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to render the Bid non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Bidder, shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Bid Security, the Bid Security shall be included along with the Technical Bid. The Bid Security may be forfeited by UNDP, and reject the Bid, in the event of any or any combination of the following conditions:

- a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Bid Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Bidder fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per ITB Clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.

16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

- 17.1 UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bid; and
- 17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15),

then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

18. Documents Establishing the Eligibility and Qualifications of the Bidder

18.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Bidder Information Forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfactions. These include, but are not limited to the following:

- a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this ITB; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
- e) they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or
- f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

19. Joint Venture, Consortium or Association

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all entities that comprise the joint venture.

After the bid has been submitted to UNDP, the lead entity identified to represent the joint

venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another Bid, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Bid.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the ITB, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the ITB.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If the Bid of a joint venture is determined by UNDP as the most responsive Bid that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity, who shall sign the contract for and on behalf of all the member entities.

20. Alternative Bid

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative bid shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative bid.

21. Validity Period

- 21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.
- 21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

22. Bidder's Conference

When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's

conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

D. SUBMISSION AND OPENING OF BID

23. Submission

23.1 The Technical Bid and the Price Schedule must be submitted together and sealed together in one and the same envelope, delivered either personally, by courier, or by electronic method of transmission. If submission will not be done by electronic means, the Technical Bid and Price Schedule must be sealed together in an envelope whose external side must :

- a) Bear the name of the Bidder;
- b) Be addressed to UNDP as specified in the **Data Sheet** (DS no.20); and
- c) Bear a warning not to open before the time and date for Bid opening as specified in the **Data Sheet** (DS no. 24).

If the envelope is not sealed nor labeled as required, the Bidder shall assume the responsibility for the misplacement or premature opening of Bid due to improper sealing and labeling by the Bidder.

23.2 Bidders must submit their Bid in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Bid is expected to be in transit for more than 24 hours, the Bidder must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).

23.3 Bidders submitting Bid by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking each of the envelopes as "Original Bid" and the others as "Copy of Bid". The two envelopes, consisting of original and copies, shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS no. 19). In the event of any discrepancy between the contents of the "Original Bid" and the "Copy of Bid", the contents of the original shall govern. The original version of the Bid shall be signed or initialed by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Bid.

23.4 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Bid and Late Bids

Bid must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS no. 20 and 21).

UNDP shall not consider any Bid that arrives after the deadline for submission of Bid. Any Bid received by UNDP after the deadline for submission of Bid shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution, and Modification of Bid

- 25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.
- 25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.
- 25.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic Bid opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submission, for which the Bid shall be returned unopened to the Bidder.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Bid, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Bidder to influence UNDP in the examination, evaluation and comparison of the Bid or contract award decisions may, at UNDP's decision, result in the rejection of its Bid.

In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving the bid presented to UNDP. The content of other bid and how they compare to the Bidder's submission shall not be discussed.

E. EVALUATION OF BID

28. Preliminary Examination of Bid

UNDP shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Bidder is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Bid are generally in order, among other indicators that may be used at this stage. UNDP may reject any Bid at this stage.

29. Evaluation of Bid

29.1 UNDP shall examine the Bid to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the **Data Sheet** (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

29.3 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;
- d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;

- e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
- f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Bid

To assist in the examination, evaluation and comparison of bids, UNDP may, at its discretion, ask any Bidder to clarify its Bid.

UNDP's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bid, in accordance with ITB Clause 35.

Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bid.

31. Responsiveness of Bid

UNDP's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the ITB without material deviation, reservation, or omission.

If a Bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

32.1 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.

32.2 Provided that a Bid is substantially responsive, UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.3 Provided that the Bid is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line

item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

32.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

F. AWARD OF CONTRACT

33 Right to Accept, Reject, or Render Non-Responsive Any or All Bid

33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.

33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_p_rotest/)

34 Award Criteria

Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price (See DS No. 32).

35 Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of the goods and/or related services, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

36 Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP.

Failure of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of

the Bid Security if any, and on which event, UNDP may award the Contract to the Bidder with the second highest rated Bid, or call for new Bid.

37 Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Bidder and UNDP.

38 Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Bidder requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total Bid price, or exceed the amount of USD 30,000, UNDP shall require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39 Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:
<http://www.undp.org/procurement/protest.shtml>

Instructions to Bidders

DATA SHEET

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	UN Agencies
2		Title of Goods/Services/Work Required:	Providing Car Rental and Driver Services for UN Agencies and its Projects under Long-Term Agreement
3		Country:	Cambodia
4	C.13	Language of the Bid:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<input checked="" type="checkbox"/> allowed Bidders have option to bid for one or two lots as below and the contract awarded will be done based on Lot-by-Lot basis: i) Lot I: Car Rental and driver service within Phnom Penh City ii) Lot II: Car Rental and driver service from Phnom Penh to Province and Province to Province
6	C.20	Conditions for Submitting Alternative Bid	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-Bid conference will be held on:	Time: 09:00 a.m., local time Date: 28 July 2017 Venue: UNDP Cambodia (Building No. 5) Main Conference Room No. 53, Pasteur Street, Boeung Keng Kang I, Phnom Penh, Cambodia

			The UNDP focal point for the arrangement is: Ms. Chanpisey Ky Address: No. 53, Pasture Street, Phnom Penh Tel. : 855-23 216 167 Ext: 167 E-mail: chanpisey.ky@undp.org
8	C.21.1	Period of Bid Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Bid Security	<input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Bid Security ¹	N/A
11	B.9.5 C.15.4 a)	Validity of Bid Security	N/A
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will not be imposed
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$)
16	B.10.1	Deadline for submitting requests for clarifications/questions	5 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ²	Focal Person in UNDP: Ms. Chanpisey Ky Address: UNDP Building 3 Tel. : 855-23 216 167 Ext: 167 E-mail address dedicated for this purpose: chanpisey.ky@undp.org and cc procurement.kh@undp.org

¹ Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP. Unless stated otherwise, they shall be considered unacceptable to UNDP.

² This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Bidders by email or fax, and Posting on the website ³ http://procurement-notices.undp.org/ and the local newspapers
19	D.23.3	No. of copies of Bid that must be submitted	Original : 1 Copies : 1 Please also provide technical proposal and its annexures (scanned copies in ONE PDF FILE) in a CD/DVD; and can be kept in the envelope containing hard copy bid.
20	D.23.1 b) D.23.2 D.24	Bid submission address	UNDP Cambodia, Registry Office (Building No. 3) No. 53, Pasteur Street, Boeung Keng Kang I PO Box 877, Phnom Penh, Cambodia
21	C.21.1 D.24	Deadline of Bid Submission	11 August 2017 by 11:00 a.m., local time
22	D.23.2	Manner of Submitting Bid	<input checked="" type="checkbox"/> Courier/Hand Delivery
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	N/A
24	D.23.1 c)	Date, time and venue for opening of Bid	Date and Time: August 11, 2017 2:00 PM Venue : Main Conference Room, UNDP Building 5
25		Evaluation method to be used in selecting the most responsive Bid	<input checked="" type="checkbox"/> Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and <input checked="" type="checkbox"/> Lowest price offer of technically qualified/responsive Bid (for each lot) Note on Formula in Calculating Price Offer: <ul style="list-style-type: none"> • Use the estimated volume and cost of transaction related to vehicle rental based on 1-year data (May 2016 to April 2017) of UN Agencies as provided in Section 3, Point 4 as basis in calculating price offer • Price Offer for Phnom Penh (Lot I) = Total of Price For traveling in Phnom Penh < 30KM + Total Price For traveling in Phnom Penh > 30KM

³ *Pasting on the website shall be supplemented by directly transmitting the communication to the prospective offerors.*

			<ul style="list-style-type: none"> • Price Offer for Provinces (Lot II) = Total of Price for Travelling from Phnom Penh to Province and Province to Province + Total Price for Stand-by in Provinces (traveling in the province < 30KM) • The evaluation is done lot-by-lot basis
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In "Certified True Copy" form only)	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> Company qualification record on the work experience within the last 2 years including ongoing project. The table shall detail project name, description of work, contract amount, completion period, and contact of focal person <input checked="" type="checkbox"/> Certificate of Registration of the business in Cambodia, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Latest Financial Statement (Income Statement and Balance Sheet) for the past 2 years <input checked="" type="checkbox"/> List of drivers with copy of valid driving license, and CVs providing brief description of their education background and experience and language <input checked="" type="checkbox"/> List of proposed vehicles and year of productions for all types of vehicles that meet the minimum requirements in Clause 3 of Section 3 "Required Car Rental Specifications"
27		Other documents that may be Submitted to Establish Eligibility	N/A
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	N/A
29	C.15.2	Latest Expected date for commencement of Contract	October 1, 2017
30	C.15.2	Maximum Expected duration of contract	1-year contract with possibility to contract extension
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One or two bidders only

32	F.34	Criteria for the Award and Evaluation of Bid	<p><u>Award Criteria</u></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Non-discretionary "Pass" or "Fail" rating on the detailed contents of the Schedule of Requirements and Technical Specifications <input checked="" type="checkbox"/> Compliance on the following qualification requirements : <p><u>Bid Evaluation Criteria⁴</u></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Properly registered company in Cambodia with license to operate the business <input checked="" type="checkbox"/> Minimum 2 year providing car rental service <input checked="" type="checkbox"/> financial stability <input checked="" type="checkbox"/> Conformity to the minimum specifications and number of required vehicles <input checked="" type="checkbox"/> Conformity to the minimum qualifications requirement for proposed drivers <input checked="" type="checkbox"/> Acceptance of all conditions under Clause 6 of Section 3 "Conditions for Providing Car Rental and Driver Services" <input checked="" type="checkbox"/> Acceptance of all provisions of the UNDP General Terms and Conditions in Section 7
33	E.29	Post qualification Actions	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; <input checked="" type="checkbox"/> Car inspection to be conducted by UNDP; <input checked="" type="checkbox"/> Physical inspection of the vendor's fleet
34		Conditions for Determining Contract Effectivity	N/A
35		Other Information Related to the ITB ⁵	N/A

⁴ Pls. reconcile and ensure consistency with the contents of the Technical Specifications

⁵ Where the information is available in the web, a URL for the information may simply be provided.

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SECTION 3: SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS

Schedule of Requirements and Conditions for Car Rental and Driver Services

1. Background:

The United Nations Development Programme (UNDP) Cambodia office is seeking offers from reputable, well established and experienced Car Rental Firms duly incorporated under the Laws of Cambodia to provide Vehicle Transportation Services for UN Agencies and its projects in Cambodia on Long Term Agreement (LTA). Contract period is one year.

2. Scope of Services:

a) The Supplier shall comply with the relevant requirements of the safety regulations of UNDP and all applicable laws and regulations of Cambodia. The Supplier shall be responsible for all safety measures required for the services.

b) The Supplier shall warrants that all Vehicles provided under the contract are registered with the Ministry of Public Works and Transport at its sole cost and expense. The Supplier shall keep a record of the Registration Cards, and at its sole cost and expense renew them on the due dates without any responsibility from the side of UNDP. The Supplier will be held responsible for all consequences arising out of the non-renewal of such registration on due dates and shall keep UNDP indemnified against any such failure to register.

3. Required Car Rental Specifications:

Required and acceptable car's models under the contract shall be of 2009 and onward with minimum specifications as below:

i) Minimum car types, specifications, and numbers within Phnom Penh (under Lot I)

No.	Type of cars	Minimum Specifications	Minimum Number of Cars
1	Station Wagon	<ul style="list-style-type: none">- Engine Capacity: At least 3000 cc- 4-wheel drive- Left hand drive (LHD)- ABS break- Front passenger airbag- Seating Capacity: min. 5 persons- Seat belt: all passengers- Speedometer and odometer: are well functioned- Air-conditioning: well-functioning and less environment polluted gas- Mode: 2009 onward	At least 4 units

2	Sedan	<ul style="list-style-type: none"> - Engine Capacity: At least 1400 cc - Left hand drive (LHD) - ABS break - Front passenger airbag - Seating Capacity: 5 persons - Seat belt: all passengers - Speedometer and odometer: are well functioned - Air-conditioning: well-functioning and less environment polluted gas - Model: 2009 onward 	At least 2 units
3	Van (min. 15 seats)	<ul style="list-style-type: none"> - Engine Capacity: At least 2400 cc - Left hand drive (LHD) - Front passenger airbag - Seat belt: all passengers - Speedometer and odometer: are well functioned - Air-conditioning: well-functioning and less environment polluted gas - Model: 2009 onward 	At least 1 units

II) Minimum car types, specifications, and numbers from Phnom Penh to Province and Province to Province (under Lot II)

No.	Type of Cars	Minimum Specifications	Minimum Number of Cars
1	Station Wagon	<ul style="list-style-type: none"> - Engine Capacity: At least 3000 cc - 4-wheel drive - Left hand drive (LHD) - ABS break - Front passenger airbag - Seating Capacity: min. 5 persons - Seat belt: all passengers - Speedometer and odometer: are well functioned - Air-conditioning: well-functioning and less environment polluted gas - Mode: 2009 onward 	At least 6 units
2	Sedan	<ul style="list-style-type: none"> - Engine Capacity: At least 1400 cc - Left hand drive (LHD) - ABS break - Front passenger airbag - Seating Capacity: 5 persons - Seat belt: all passengers - Speedometer and odometer: are well functioned 	At least 2 units

		<ul style="list-style-type: none"> - Air-conditioning: well-functioning and less environment polluted gas - Model: 2009 onward 	
3	Van (min. 15 seats)	<ul style="list-style-type: none"> - Engine Capacity: At least 2400 cc - Left hand drive (LHD) - Front passenger airbag - Seat belt: all passengers - Speedometer and odometer: are well functioned - Air-conditioning: well-functioning and less environment polluted gas - Model: 2009 onward 	At least 4 units

Bidders who submit for both Lots must meet the above types, specifications, and numbers of cars required for both Lots.

4. Previous volume of kilometers travelled by UN Agencies

Below is the estimated kilometers traveled to the provinces and number of trips in Phnom Penh for your information. This figure is just statistical information and does not entail any commitment for future purchases. The contract shall not impose a minimum guarantee on volume on the part of the UN Agencies.

Total estimated volume and cost of transaction based on 1-year data (May 2016 to April 2017) of UN Agencies

No.	Locations	Amount (USD)	Percentage %
1	Traveling within Phnom Penh (Lot I)	\$15,852	18%
2	Traveling from Phnom Penh to Province and Province to Province (Lot II)	\$74,148	82%
	TOTAL	\$90,000	100%

Below is info related to trip within Phnom Penh (for Lot I):

No.	Vehicles travelled in Phnom Penh	Estimate Number of Day Travelling in Phnom Penh	Estimate KM travelling in Phnom Penh (In case of >30KM)
1	Station Wagon	100	1,476
2	Sedan	48	885
3	Van	14	89
	Total	161 days	2,450 KM

Below is info related to trip from Phnom Penh to Province and Province to Province (for Lot II):

No.	Vehicles travelled to provinces	Estimate KM travelling to provinces	Estimate Number of Stand-by Day (for traveling in the province <30KM)
1	Station Wagon	84,746	163
2	Sedan	4,282	8
3	Van (15 seats)	39,427	65
	TOTAL	128,455 KM	236 Days

5. Qualifications of Bidders:

Bidders shall meet below minimum criteria to be eligible for price evaluation. Contract will be awarded to the lowest-priced among those who will be determined compliant/responsive to these minimum requirements provided as below:

No	Qualification Criteria	Required documents for submission and bidder's confirmation
1	<ul style="list-style-type: none"> • Properly registered company with license to operate the business • Minimum 2 year providing car rental services • Financial stability. 	<ul style="list-style-type: none"> i) Certificate of Registration of the business in Cambodia, including Articles of Incorporation, or equivalent document if Bidder is not a corporation ii) Brief description of company profile and business activities: Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured iii) Company qualification record on the work experience within the last 2 years including ongoing project. The table shall detail project name, description of work, contract amount, completion period, and contact of focal person iv) Latest Financial Statement (Income Statement and Balance Sheet) for the past 2 years
2	Conformity to the minimum specifications and number of required vehicles	v) List of proposed vehicles and year of productions for all types of vehicles that meet the minimum requirements in Clause 3 of Section 3
3	Conformity to the minimum qualifications requirement for proposed drivers	vi) List of drivers according to number of required vehicles with copy of valid driving license and office staff, including CVs providing brief description of their education background, experience and language
4	Acceptance of all conditions under Clause 6 of Annex3 "Conditions for Providing Car Rental and Driver Services"	This confirmation on the acceptability is provided in the Form of "Bid Submission Form" Section 4

5	Acceptance of all provisions of the UNDP General Terms and Conditions in Section 7	This confirmation on the acceptability is provided in the Form of "Bid Submission Form" Section 4
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6. Conditions for Providing Car Rental Services:

i) Terms of Price Submission:

Lot I: Within Phnom Penh

- Bidders are required to submit **price for car rental and driver service for travelling** within Phnom Penh fixed for less than 30km per day. In case the mileage exceeds 30km, the surplus mileage (from 31 km) the quoted rate per km shall be applied.

Lot II: Phnom Penh to Province, and Province to Province

- Bidders are required to submit price using the above table **per kilometer** for two-way trip (from Phnom Penh to Province, Province to Province, and Province to Phnom Penh). **In case the car going to pick up traveler or return with no traveler, 75% of total trip (counting from departure location to final destination) is provided.**
- Bidders are required to submit **price for car rental and driver service for travelling** within province fixed for less than 30km for subsequent days at the destination. In case the mileage exceeds 30km, the surplus mileage (from 31 km) the quoted rate per km shall be applied.
- Company shall ensure that driver is provided with meals and accommodation for travelling to the province.

General Terms

- The company is required to submit an inventory list of vehicles, registration number, name of car owner under the name of the company, model, and year of car and list of drivers with academic background, date of birth, and attach valid driving licenses.
- All cars must be insured covering driver, passenger and third party liability. Copies of insurance are required before signing of contract.
- Full working day is from 6:00 a.m. to 6:00 p.m., half day from 6:00 a.m. to 12:00 p.m. and from 12:00 p.m. to 6:00 p.m. Lunch or dinner time is included in these working hours.
- Overtime after 6:00 p.m. will be provided at US\$ 4/hour.
- Company shall ensure to follow UN Staff Rules for Travelling. Max speed is 80 km per hour.

ii) Booking Arrangement:

Booking of vehicles will be made through email and follow-up by phone call (for urgent need of the vehicles). Company shall ensure that response is provided within one hour after receipt of UN email during working hours with details of available vehicle, name and telephone of driver.

Company shall assign a minimum of 2 focal persons for booking the vehicles. These focal persons

Sign

shall be provided with phone numbers that can be reached in case of emergency, outside working hours, holiday, and weekends.

In the absence of focal staffs, an alternate staff shall be provided and informed to all UN agencies.

iii) Cancellation of Trip:

Booking shall be made by UN Agencies via email to the two focal points assigned by the company. Upon receipt of e-mail from UN agencies, company shall provide the quotation estimated based on Price Schedule in the contract. Booking confirmation shall be done with the minimum of 2 working days before the departure date.

- Any cancellation with written notice by email or phone call (in case of urgency) within **2 days** before departure date will not incur any charge.
- Any cancellation with written notice by email or phone calls (in case of urgency) **one day** before departure date, a penalty 5% of the total estimated quotation shall be applied.
- Any cancellation with written notice by email or phone call (in case of urgency) **on the departure date**, a penalty 15% of total estimated quotation shall be applied.
- Any postponement with written notice by email or phone call (in case of urgency) within 48 hours before scheduled trip (departure) will not incur any charge. UN Agencies shall resume its trip within 15 days from the date of postponed notice. If not, the above cancellation rates (one day or one the departure date) will be applied.

iv) Daily log and Receipt of Travel:

The driver should use the daily log book to be provided by UNDP to record its services and mileage at the start/end of the trip and this will be signed off by the passenger and driver.

Before starting the trip, passenger(s) will review the odometer and signed off at the end of each trip. One copy of mileage receipt shall be provided to passenger at the end of the trip. The contractor shall ensure that all vehicles are installed with an accurate odometer.

In case of receipt of complaints regarding to the inaccuracy of odometer, quality of driver service, vehicle condition, etc., UNDP and other UN Agency reserve the right to study the complaint by undertaking all necessary steps including random inspection on the vehicles.

v) Vehicle Inspection:

The driver should make sure that the vehicle has enough fuel and in good condition and installed with first aid kit, tools, necessary spare parts and fire extinguisher in compliance with UNDP's MOSS (Minimum Operational Security Standard) before traveling.

Vehicles are subject to the inspection made by Administrative Unit for every six months or at any time upon request. A company is required to submit a list of vehicles assigned to UNDP and other UN agencies for inspection. Should the list is changed, a revised list must be submitted to UNDP for inspection.

vi) Payment Terms:

Bidder shall submit monthly invoice on the first week of following month. Invoicing process must also be done on a per-UN agency basis. Payments shall be made by the UN on a monthly basis within four (4) weeks of the submission of an invoice by the supplier.

Invoice shall be supported with a copy of travel receipt signed off by driver and traveler within a month and report of monthly rental. Template of monthly report will be provided by UNDP before signing of contract.

vii) Incident:

In the event of accident, the driver should inform UNDP and his/her company immediately. Arrangement for a replacement of vehicle should be made immediately.

viii) Report:

Contractor is required to submit monthly report of trip used by UN Agencies to Procurement Unit, UNDP Country Office, or at any time as requested by UNDP.

ix) Terms of Reference for Drivers:

The driver will perform the following functions and duties:

1. Ensures provision of reliable and safe driving services
2. Ensures proper maintenance and cleanliness of vehicle and accurate trip record.
3. In the event of accident, abide with all rules and regulations.
4. Ensures the car has the required documents/supplies including tissue, vehicle log book, map of the city/country, first aid kit, fire extinguisher and basic tools.
5. The Supplier shall ensure that all drivers wear a company uniform and wear/display an identification badge/name plate that displays the Supplier's name, employee name and picture of the employee.
6. The driver shall provide assistance to persons being transported while entering and exiting the rented vehicle if required.
7. The driver should be provided with a mobile telephone with air time for communication in case of a breakdown or emergency. Nevertheless Drivers must not speak on mobile phones while the vehicle is in motion. The drivers must respect to driving rule and not drink alcohol and smoke during driving.
8. The driver should not share the passenger's schedule for security purpose.

Minimum Qualification requirements:

1. Completed lower secondary education
2. Hold valid driving license
3. At least 5 years of experience as a driver with a safe driving record
4. All drivers should be certified in First Aid and be able to use the First Aid kit available in the vehicle
5. Fluency in Khmer and be able to understand and speak some English.

SECTION 4: BID SUBMISSION FORM⁶

(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)

Insert: Location

Insert: Date

To: *[insert: Name and Address of UNDP focal point]*

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for *[insert: title of goods and services required as per ITB]* in accordance with your Invitation to Bid dated *Insert: bid date*. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

- a) All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

We agree to abide by this Bid for *[insert: period of validity as indicated in Data Sheet]*.

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Bid, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]:* _____

Name and Title of Signatory: _____

⁶ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

Name of Firm: _____
Contact Details: _____

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[The following text is extremely faint and illegible, appearing to be a series of lines of text or a list of items.]

SECTION 5: DOCUMENTS ESTABLISHING THE ELIGIBILITY AND QUALIFICATIONS OF THE BIDDER

Bidder Information Form⁷

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (Score and Source, if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		

⁷ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Sign

14. Attached are copies of original documents of:

- All eligibility document requirements listed in the Data Sheet
- If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

Joint Venture Partner Information Form (if Registered)^a

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any): Click here to enter text.		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. Click here to enter text.		

^a The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

13. JV's Party Authorized Representative Information

Name: *[insert name of JV's Party authorized representative]*

Address: *[insert address of JV's Party authorized representative]*

Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Party authorized representative]*

Email Address: *[insert email address of JV's Party authorized representative]*

14. Attached are copies of original documents of: *(check the box(es) of the attached original documents)*

- All eligibility document requirements listed in the Data Sheet
- Articles of Incorporation or Registration of firm named in 2.
- In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

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SECTION 6: PRICE SCHEDULE FORM⁹

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to provide car rental services listed below in conformity with the schedule of requirements and conditions of UNDP as per ITB Process ID 35-48471:

Lot 1: Price Schedule for Trip within Phnom Penh

	Vehicle Type	Daily (from 6:00 a.m. to 6:00 p.m.) Fee for traveling in Phnom Penh < 30KM. In case the mileage exceeds 30km, the surplus mileage (from 31 km), the quoted Price per KM shall be applied	Price Per KM for travelling in Phnom Penh (In case the mileage exceeds 30KM)
1	Station Wagon		
2	Sedan		
3	Van		

Lot 2: Price Schedule for Trip from Phnom Penh to Province and Province to Province

	Vehicle Type	Price Per KM for Trip (Two-Way) from Phnom Penh to Province and Province to Province	Daily (from 6:00 a.m. to 6:00 p.m.) Fee for traveling (Stand-By) within the province <30KM for subsequent days at the destination. In case the mileage exceeds 30km, the surplus mileage (from 31 km), the quoted Price per KM shall be added
1	Station Wagon		
2	Sedan		
3	Van		

*** **Note:** The price quoted should include all related cost, for an example: the cost will be based on 8 hours a day rental including the costs of maintenance and repair, insurance, driver costs and all governmental or third party claims.

⁹ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

LIST OF UN AGENCIES IN CAMBODIA

1. United Nations Development Programme (UNDP)
2. Food and Agriculture Organization (FAO)
3. United Nations Population Fund (UNFPA)
4. United Nations Children's Fund (UNICEF)
5. World Food Programme (WFP)
6. World Health Organization (WHO)
7. United Nations Assistance to the Khmer Rouge Trials (UNAKRT)
8. United Nations Industrial Development Organization (UNIDO)
9. United Nations Educational, Scientific and Cultural Organization (UNESCO)
10. ILO Better Factories Cambodia (ILO-BFC)
11. ILO Joint Projects Office (ILO-JPO)
12. Office of the High Commissioner for Human Rights (OHCHR)
13. United Nations Action for Cooperation against Trafficking in Persons (UN-ACT)
14. United Nations High Commissioner for Refugees (UNHCR)
15. United Nations Department of Safety and Security (UNDSS)
16. United Nations Joint Programme on HIV/AIDS (UNAIDS)
17. United Nations Human Settlements Programme (UNHABITAT)
18. United Nations Women (UNWOMEN)
19. United Nations Office on Drugs and Crime (UNODC)
20. United Nations Volunteers (UNV)
21. United Nations Office for Project Services (UNOPS)
22. UN Agencies' Projects

Section 7: Contract

[REDACTED]

[PLEASE ATTACH HERETO THE .PDF VERSION OF THE CONTRACT THAT WILL BE USED AND THE GENERAL TERMS AND CONDITIONS]

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Contract for the Rental of a Vehicle with Driver

THIS CONTRACT is entered into this _____ [insert date] in the City of _____ [insert city] between the United Nations Development Programme, a subsidiary organ of the United Nations, an international organization established by treaty, represented by its Resident Representative, having its address at _____ (hereinafter referred to as "UNDP") and _____ [insert name], a _____ corporation, having its address at _____ (hereinafter referred to as "Owner"). UNDP and the Owner are hereinafter collectively referred to as the "Parties."

I. CONTRACT DOCUMENTS

This Contract is comprised of the following documents with order of precedence as indicated below in the event of any conflict between or among them:

- a. UNDP General Conditions - Annex B.
- b. This document
- c. Terms of reference/detailed specifications - Annex A.

II. CONTRACT TERM

This Contract shall for commence on _____ and expire on _____ unless otherwise terminated in accordance with Article 15 of the General Conditions attached as Annex B. Upon completion of the above term, UNDP has the option to renew the Contract for additional periods, on the same terms and conditions.

III. OBLIGATIONS OF OWNER

- 3.1 The Owner shall make available to UNDP a vehicle and Driver in accordance with Annex A of this Contract for UNDP use during the period of operation as prescribed in 3.2 below.
- 3.2 The vehicle and Driver shall be made available on request normally during working days [Monday-Friday, Saturday-Thursday, etc.] between the hours of [0600hrs. and 2000hrs]. A weekly schedule will be provided in advance but exceptional requests may be made for operation outside normal hours. During the period of operation for UNDP, the vehicle shall carry passengers or goods authorized by UNDP.

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- 3.3 The vehicle shall be:
- a. Clean, inside and out, and free from any unpleasant odor;
 - b. Road-worthy and in good condition;
 - c. Equipped with necessary safety items, including fire extinguisher, seat-belt restraints, spare tire, mechanical jack and basic hand tools;
 - d. Compliant with applicable insurance, safety or other motor vehicle requirements;
 - e. Registered with a reputable towing services firm with 24-hour on-call and on-the-road assistance with nationwide coverage; and,
 - f. Registered for operation during the period of his Contract with registration documentation in the vehicle and registration/number plates affixed to the vehicle as required by law.

During the period of operation, UNDP reserves the right to require that the vehicle carry markings that identify it as a UNDP vehicle. These markings are to be removed when the vehicle is no longer used exclusively by UNDP.

- 3.4 The Driver shall be:
- a. Properly trained in the operation and maintenance of the vehicle;
 - b. Sufficiently experienced with at least 5 years experience as a Driver;
 - c. Licensed for operating a motor vehicle, including for passenger service if available;
 - d. Familiar with local routes and destinations;
 - e. Properly attired during hours of operation; and
 - f. Observes at all times basic courtesy to passenger(s), fellow motorists and road authorities.

The Driver shall conform to the standards set forth in Article 3 of the General Conditions of Contract (Annex B). UNDP reserves the right to review the qualifications of the Driver before commencement of service, or at any other time during the term of this Contract, but shall have no obligation to do so. At UNDP request, the Driver shall be replaced with another meeting the above conditions.

- 3.5 The Owner shall be fully responsible for operation of the vehicle and ensure that the Driver operates the vehicle in accordance with applicable law. The Owner shall be fully responsible for payment of salary and other benefits to its Driver as required by the governing labor laws. UNDP shall not be liable for any action, omission, negligence or misconduct of such Driver, nor for any costs, expenses or claims associated with any illness, injury, death or disability of such Driver performing services in connection with this Contract. UNDP shall have no responsibility vis-à-vis the Driver.
- 3.6 During the period of operation for UNDP, the Driver shall receive instructions solely from the UNDP authorized passenger and travel the most efficient, safe and secure route to any indicated destination, without deviation for personal or

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other reasons not associated with UNDP interests, and without interruption of UNDP's purposes for the trip.

- 3.7 The Owner shall be fully responsible for any and all maintenance, servicing and repair needs of the vehicle during the term of this Contract, and all costs related thereto, and shall ensure that the vehicle operates properly during the term of this Contract. Except in the case of emergencies, the Owner shall ensure that service and repair does not take place during the hours that UNDP requires the vehicle, or at any other time that will interfere with UNDP's purposes for the use of the vehicle.
- 3.8 UNDP reserves the right to inspect the vehicle before putting it into service under the terms of this Contract, or at any other time during the term of this Contract, but shall have no obligation to do so. In the event UNDP opts to inspect the vehicle, such inspection shall be carried out in the presence of the Owner or the Owner's designate. If an inspection reveals that the vehicle is not in a road worthy condition, requires service or repair or does not otherwise comply with the terms of this Contract, the Owner shall promptly have such work done, at its costs and expense, failing which UNDP reserves the right to terminate the Contract for cause.
- 3.9 The Owner is responsible for any items left in the vehicle by UNDP passengers. Such items shall be returned to UNDP promptly upon discovery.
- 3.10 Third party liability insurance required under Article 8.3 of the General Conditions, attached hereto as Annex B, shall include coverage for all passengers including UNDP personnel and other authorized passengers.

IV. Payment

- 4.1 For the satisfactory completion of the services under this Contract, UNDP shall pay an amount not to exceed _____ calculated as a daily charge of ____ [for example \$50] for actual used during the period of operation plus a unit charge of ____ [for example \$ 0.30] for duly receipted cost of fuel based on the actual kilometers traveled during the period of operation.
- 4.2 For purposes of calculating fuel cost, the Driver shall have the odometer reading certified at the beginning and end of each trip for UNDP and shall bear the responsibility of securing receipt for presentation to UNDP upon request or appropriate billing. The certified records shall be submitted together with the Owners invoice. All other billings for incidental expenses incurred during UNDP's use of the vehicle shall be at cost and supported by official receipts, subject to UNDP's acceptance to bear such costs.

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- 4.3 Payments shall be made on a [monthly]¹ basis within thirty (30) days of the submission of an invoice by the Owner, together with all appropriate substantiating documentation. UNDP reserves the right to withhold payment if UNDP disputes an invoice, or a portion thereof.
- 4.4 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 4.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services
- 4.6 Payments shall be made by wire transfer to the following bank and account:
- Bank Name:
Account Number:
Name of:
ABA Routing Number:
- 4.7 If the vehicle is out of service during the hours that it is to be available for UNDP, UNDP shall be entitled to [] rebate on the fees], as detailed in Annex A.

V. Notices

Any notices required to be given hereunder shall be delivered by hand delivery, recognized courier service [or registered mail] and shall be deemed to have been received on the earlier of (i) the date of actual receipt, or (ii) one (1) business day after being given to an express courier with a reliable system for tracking delivery.

In the case of UNDP:

In the case of OWNER:

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have affixed their signature below.

¹ For short-term rentals, payment terms should be adjusted accordingly.



For and on behalf of Owner,

By

(Name and Title)

(Signature)

(Date)

For and on behalf of the United Nations
Development Programme,

By

(Name and Title)

(Signature)

(Date)

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ANNEX B

UNITED NATIONS DEVELOPMENT PROGRAMME GENERAL CONDITIONS OF CONTRACT

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNDP. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising

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from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - (i) Name UNDP as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
 - (iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

Signature



9. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential

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and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall

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take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

TAX EXEMPTION

- 18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is

Signature



exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

- 18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19 CHILD LABOUR

- 19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.
- 19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

MINES

- 20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

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22. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

Sign